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OFFICE OF THE
EXECUTIVE SECRETARY
April 16, 2001

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

In Re: *Petition for Interconnection Arbitration by DIECA Communications, Inc. d/b/a
Covad Communications Company, Inc. Against BellSouth Telecommunications,
Inc.*
Docket No. 00-01130

Dear David:

Please find enclosed the original and thirteen copies of the Joint Issues Matrix of Covad Communications, Inc. and BellSouth Telecommunications, Inc. filed in the above-captioned docket as directed by the Tennessee Regulatory Authority.

BOULT, CUMMINGS, CONNERS & BERRY, PLC

By:

Henry Walker
Henry Walker

HW/nl
Attachment

JOINT ISSUES MATRIX – TRA DOCKET NO. 00-01130

ISSUE	COVAD POSITION	BELL SOUTH POSITION
General Terms and Conditions Issue 1: What limitations of liability, if any, should be included in the Parties' Interconnection Agreement? [¶ 8.3.1]	<p>Covad should be able to recover damages for material breaches of contract as well as for willful conduct. Under BellSouth's proposed language, if BellSouth intentionally provides Covad with discriminatory access to loops, Covad's remedy for "any loss, cost, claim, injury, or liability or expense" would be "limited to a credit" for the actual cost of the services not performed. Such a situation would potentially work to severely restrict Covad's ability to sue for and recover its actual, compensatory, consequential and punitive damages from breaches of the Agreement before this Authority.</p>	<p>This issue is not the appropriate subject of arbitration and the TRA should not hear it in this proceeding.</p> <p>Each party's liability to the other arising out of any negligent act or omission, whether in contract or tort, should be limited to a credit for the actual cost of the services or functions not performed or improperly performed. BellSouth is willing to exclude from this limitation losses resulting from gross negligence or intentional misconduct.</p>
Issue 2: What should BellSouth's obligations be under this Interconnection Agreement in the event that BellSouth's workforce, or the workforce of its suppliers and vendors, engage in a work stoppage? [¶ 14.2]	<p>Covad requests that BellSouth provide information before, during and after a strike to ensure that BellSouth meets its legal obligations during such a strike</p>	<p>This issue is not the appropriate subject of arbitration and the TRA should not hear this issue in this proceeding.</p> <p>BellSouth will provide interconnection and access to unbundled network elements on a nondiscriminatory basis during any work stoppage. BellSouth will not consult with Covad before, during, and after a strike or otherwise give Covad preferential treatment.</p>
Issue 3: Should there be a limitation on a CLEC's right to opt-in to an existing	<p>No. Covad is entitled to opt-in to any CLEC's interconnection agreement at any</p>	<p>A CLEC should not be allowed to opt into an existing interconnection contract that</p>

<p>interconnection agreement that has only six months remaining before it expires? [¶ 15]</p>	<p>time as provided by FCC Rules. Since most BellSouth Interconnection Agreements have a two year or 24 month term, BellSouth's proposal reduces by 25% Covad's ability to opt into other CLEC agreements and thus arbitrarily curtails Covad's right to "pick and choose."</p>	<p>has less than 6 months to run before it expires. BellSouth's position is completely consistent with FCC Rule 51.809 (c), which requires that interconnection agreements be available for opt-in by other CLECs only "for a reasonable period of time after the approved agreement is available for public inspection"</p>
<p>Attachment 1 (Resale)</p> <p>Issue 4: Is Covad entitled to receive a discount on services it purchases from BellSouth but does not resell to an end user, including services that it purchases for its own use? [¶ 3.3.1]</p>	<p>This issue is resolved.</p>	<p>This issue is resolved.</p>
<p>Attachment 2 (Network Elements)</p> <p>Issue 5(a): What is the appropriate time BellSouth may take to provision an unbundled voice-grade loop, ADSL, HDSL or UCL for Covad? [¶ 2.1.7]</p>	<p>Covad has proposed a uniform and firm loop installation interval of 3 business days for these types of loops. A firm loop delivery interval will enable Covad to set customer expectations and deliver service that meets or exceeds those expectations. As a DSL provider, BellSouth's timely delivery of loops is critical to Covad's successful execution of its business plan. The Interconnection Agreement details the terms and conditions governing the delivery of DSL loops, and those terms should include a reasonable loop delivery interval. Although the determination of penalties regarding BellSouth's failed performance may be addressed in a performance measures docket, the</p>	<p>This is a performance measures issue and should be referred to Docket No. 00-00392.</p> <p>BellSouth will provide these facilities within 5-7 working days after an error-free local service request has been received and a Firm Order Confirmation (FOC) has been returned to Covad. Covad's proposed intervals should be rejected because Covad is not entitled, under the 1996 Act or the rules and regulations of the FCC, to have these network elements provisioned more rapidly than BellSouth makes these facilities available to itself or its affiliates.</p>

	establishment of loop delivery intervals is properly the subject of this arbitration to establish an Interconnection Agreement between BellSouth and Covad.	
Issue 5(b): What is the appropriate time BellSouth may take to provision an IDSL-compatible loop for Covad? [¶¶ 2.1.17.7, 2.1.13]	Covad believes that a firm installation interval for IDSL-Compatible Loops will make Covad's operations more efficient and will advance the public interest. Covad has proposed that in general BellSouth commit to providing IDSL-Compatible Loops within five calendar days of submission of an LSR. As a DSL provider, BellSouth's timely delivery of loops is critical to Covad's successful execution of its business plan. The Interconnection Agreement details the terms and conditions governing the delivery of DSL loops, and those terms should include a reasonable loop delivery interval. Although the determination of penalties regarding BellSouth's failed performance may be addressed in a performance measures docket, the establishment of loop delivery intervals is properly the subject of this arbitration to establish an Interconnection Agreement between BellSouth and Covad.	This is a performance measures issue and should be referred to Docket No. 00-00392. BellSouth's interval for IDSL-Compatible loops, as for the loops addressed in Issue 5(a), is 5 to 7 days after the FOC is returned. The BellSouth proposal to provision these loops according to its standard "service intervals" is appropriate. Covad's proposed interval is unreasonable.
Issue 5(c): What should be the appropriate interval for BellSouth to "de-condition" (i.e., remove load coils or bridged tap) loops requested by Covad? [¶ 2.2.1]	Covad has proposed that BellSouth de-condition loops within five business days of Covad's order. This interval for de-conditioning would be an additive to the installation intervals discussed in Issues 5(a) and (b) above. Covad believes these	This is a performance measures issue and should be referred to Docket No. 00-00392. BellSouth has proposed to Covad a sliding scale of relevant time frames based on the

	<p>intervals are reasonable. As a DSL provider, BellSouth's timely delivery of loops (including loops that require conditioning) is critical to Covad's successful execution of its business plan. The Interconnection Agreement details the terms and conditions governing the conditioning of loops, and those terms should include a reasonable conditioning intervals. Although the determination of penalties regarding BellSouth's failed performance may be addressed in a performance measures docket, the establishment of conditioning intervals is properly the subject of this arbitration to establish an Interconnection Agreement between BellSouth and Covad.</p>	<p>way the loops are provisioned. A number of the loops that Covad wishes to purchase from BellSouth must have certain characteristics in order to work properly. Typically, the loops must be "conditioned." A five-day interval for this work is clearly unreasonable. BellSouth's position is reasonable and nondiscriminatory.</p>
<p>Issue 6: Where a due date for the provisioning of a facility is changed by BellSouth after a Firm Order Confirmation has been returned on an order, should BellSouth reimburse Covad for any costs incurred as a direct result of the rescheduling? [¶¶ 2.1.7, 2.1.8]</p>	<p>Covad has proposed that BellSouth compensate Covad in the event BellSouth modifies (for example, the provisioning schedule) or cancels a Covad unbundled loop order, using the same rates that BellSouth would impose on Covad when Covad cancels or modifies an order. Covad is seeking to treat BellSouth in the same way that BellSouth proposes to treat Covad: when changes or modifications of an order cause one party to incur expenses, the other party should be responsible for payment of those expenses.</p>	<p>Covad's proposal is unreasonable. Covad is asking that BellSouth financially guarantee that the order will be provisioned on the original due date given. To do what Covad requests would result in additional costs being incurred in the ordering phase, prior to the FOC being returned to Covad. If Covad wants financial guarantees that the due date will not be missed, then the rates Covad pays for the services it wants will have to be adjusted to reflect BellSouth's assumption of those risks.</p>
<p>Issue 7(a): When BellSouth provisions a non designed xDSL loop, under what terms, conditions and costs, if any,</p>	<p>Joint Acceptance Testing is necessary on every xDSL loop to insure that it is properly provisioned and fully connected.</p>	<p>BellSouth has developed a non-designed loop for xDSL services, which is a clean copper loop free provisioned in a manner</p>

<p>should BellSouth be obligated to participate in Joint Acceptance Testing to ensure the loop is properly provisioned?</p>	<p>Without Joint Acceptance Testing, both BellSouth and Covad waste money on unnecessary dispatches and time to resolve troubles that should have been identified before the loop was turned over to Covad. Because Joint Acceptance Testing merely insures that BellSouth has provisioned a loop as promised (and as paid for by Covad), no additional charge should be imposed for this testing.</p>	<p>similar to the SL1 voice grade loop. BellSouth will provide internal continuity testing on this loop when a dispatch is required to provision it.</p>
<p>Issue 7(b) Should BellSouth be prohibited from unilaterally changing the definition of and specifications for its loops?</p>	<p>Covad has built its business and business systems around the types of loops and the specifications for loops set forth in its Interconnection Agreement with BellSouth and BellSouth Technical Reference 73600, which provides the technical specifications for loops. Unilateral changes to those loops or their specifications imposed by BellSouth can be very disruptive to Covad's efforts to deliver high quality DSL service. Thus, Covad asks that BellSouth's loop definitions for DSL loops remain as defined in the contract and the Technical Specifications in place on the date of execution, rather than being subject to unilateral alteration by BellSouth.</p>	<p>To insure that BellSouth can adapt its loop offerings to newly developed standards and changes in technology, BellSouth needs to retain the flexibility to alter its loop definitions and specifications. CLECs are always notified in advance of these changes through Carrier Notification letters.</p>
<p>Issue 8: When Covad reports a trouble on a loop where, after BellSouth dispatches a technician to fix the trouble, no trouble is found, should Covad pay for BellSouth's cost of the dispatch and testing? [¶¶ 2.1.14-16]</p>	<p>Covad proposes that BellSouth not charge when no trouble is found on the loop. In numerous instances, Covad is charged for dispatches on which "no trouble is found," only to have BellSouth later find and resolve the trouble. Moreover, Covad pays extraordinarily high recurring charges that</p>	<p>Yes. When Covad causes BellSouth to dispatch a technician to test a loop that Covad has reported as having a problem, and no problem is found on BellSouth's facilities, Covad should pay BellSouth's expenses incurred as a result of the unnecessary dispatch.</p>

	are sufficient for all routine maintenance on the loops it orders.	
Issue 9: What intervals should be adopted for the provision of information regarding dark fiber by BellSouth to Covad? [¶¶ 2.7.2.4, 2.7.4.5]	This issue is resolved.	This issue is resolved.
Issue 10(a): Should Covad be required to pay for loop conditioning for loops less than 18,000 feet in length? [¶ 2.2.1]	The parties agree this issue will be addressed in the Docket No. 00544.	The parties agree this issue will be addressed in the Docket No. 00544.
Issue 10(b): What should the rates be for conditioning a loop? [¶ 2.2.1]	The parties agree this issue will be addressed in the Docket No. 00544.	The parties agree this issue will be addressed in the Docket No. 00544.
Issue 11: What rate, if any, should Covad pay when it places a manual local service request, if there is no electronic ordering interface available? [¶ 2.9.1]	BellSouth should not be permitted to assess a manual charge until 90 days after it has provided an EDI for pre-ordering and ordering DSL loops, so that Covad will have sufficient time to test and develop its side of the electronic interface.	BellSouth should be permitted to charge Covad the approved rate for manual service orders in Tennessee when Covad places a manual local service request, regardless of whether an electronic interface is available.
Issue 12: Should Covad have to pay for a submitted LSR when it cancels an order because BellSouth has not delivered the loop in less than five business days? [¶ 2.9.3]	BellSouth should waive the LSR OSS charge if Covad cancels an LSR when BellSouth has failed to deliver a loop for five business days. BellSouth has proposed that it has the right to assess OSS cancellation charges as a provision of the Interconnection Agreement between Covad and BellSouth. Thus, BellSouth has waived the right to protest arbitration of this issue.	This is a performance measures issue and should be deferred to Docket No. 00-00392. BellSouth incurs a cost in working a local service request. If Covad, for some reason of its own, withdraws the request before it is finished, it should be Covad's burden to pay whatever charges are appropriate to reimburse BellSouth for the work done on Covad's behalf.
Issue 13: What access should Covad or	BellSouth should provide read-only access	To enable CLECs to obtain detailed loop

any CLEC have to BellSouth's loop make up information? [¶¶ 2.10.1.2, 2.10.1.3]	to all loop makeup information, as required by the FCC <i>UNE Remand Order</i> . BellSouth has only proposed that Covad have limited access to some of this information, by operation of a Loop Makeup Service Inquiry (LMUSI) process.	information, BellSouth has implemented a process, which provides CLECs with electronic access to the loop make-up information contained in LFACS, a "database" that contains information about every loop that exists in the BellSouth system. There are some loops in LFACS for which additional information may be required. For those loops Covad and other CLECs simply submit a manual service inquiry and BellSouth provides the requested loop make-up information manually.
Issue 14: When ordering an SL1 loop, should Covad be able to order and reserve a specific facility? [¶ 2.10.4.2]	This issue is resolved.	This issue is resolved.
Issue 15: What should be the interval for installation in central offices of splitters necessary to implement line sharing? [¶ 2.11.2.2]	This issue is resolved.	This issue is resolved.
Issue 16: Where should the splitters be located in the central office? [¶ 2.11.2.6]	BellSouth should be required to install a POTS splitter on or within twenty five feet of the MDF in a central office. This is the most efficient network configuration for line sharing and minimizes the potential to degrade Covad's services.	The TRA should refer Issue No. 16 to Docket No. 00-00544 in order to avoid any inconsistency between the location of the splitters as established in this arbitration and the price of the splitters as established in the generic cost docket. Covad cannot dictate where splitters are located in BellSouth's central offices. Moreover, locating the splitters on the MDF is very inefficient due to the frame

		space that this approach requires. BellSouth believes that the splitters are more appropriately located in the common areas where the CLECs are collocated.
Issue 17: Should Covad be permitted to purchase splitters in increments of one splitter at a time? [¶ 2.11.2.11]	This issue is resolved.	This issue is resolved.
Issue 18: What should the provisioning interval be for the line sharing unbundled network element? [¶ 2.11.2.13]	The provisioning interval for the line-sharing UNE should eventually be twenty-four hours. Covad proposes a phase-in of this interval over several months. This interval provides ample time to do the minimal work required to provision a line shared loop.	This is a performance measures issue and should be deferred to Docket No. 00-00392. BellSouth owes Covad nondiscriminatory access to its unbundled network elements. It is not obligated to create special provisioning intervals for Covad. The current provisioning intervals for Covad and the other CLECs in Tennessee are comparable to the provisioning for BellSouth's own ADSL service, which is all that can be required of BellSouth.
Issue 19: Where electronic access to operational support systems for line sharing is not available, should BellSouth be allowed to charge a manual service ordering charge? [¶ 2.11.2.14]	No. BellSouth does not have an electronic OSS system in place for the line-sharing UNE. Covad objects to BellSouth's proposal to charge Covad a manual service order charge for pre-order, order, provisioning, maintenance and repair OSS	Yes. Electronic access to OSS for line sharing is available, therefore, Covad should not have to place manual orders. If Covad does place manual orders, Covad ought to pay a manual service ordering charge. These rates are based on the actual

	functions. Covad believes it should not have to pay these manual charges just because BellSouth has not made an electronic interface available.	cost that BellSouth incurs when Covad places a manual local service request.
Issue 20: Should BellSouth be required to certify the functionality of the splitters that it has in place as well as the splitters that it places in service in the future? [¶ 2.11.2.5]	This issue is resolved.	This issue is resolved.
Issue 21: Should BellSouth provide accurate service order completion notifications for line sharing orders? [¶ 2.11.2.3]	Yes. This information is crucial to the operation of Covad's business.	BellSouth agrees that it must provide accurate information to the CLECs when line sharing orders have been completed. BellSouth provides CLECs with a "line sharing COSMOS report" that provides the status of the CLEC's order. The CLEC simply has to check that report and it will be advised as to the current status of its order.
Issue 22: Should BellSouth test for data continuity as well as voice continuity both when provisioning and repairing line shared loops? [¶ 2.11.2.13.1]	Yes. This is necessary to insure that BellSouth has properly completed its provisioning of line shared loops.	BellSouth will test the continuity of the data wiring for Covad, which should resolve this issue.
Issue 23: Should Covad have access to all points on the line shared loop? [¶ 2.11.1.4]	Yes. This is necessary for Covad to be able to resolve troubles quickly on line shared loops. Covad is seeking test access to all points of the loop to insure that it can quickly identify and resolve customer effecting problems on a line shared loop.	BellSouth installs splitters and the cabling between the splitters and the MDF. Each splitter has a Bantam jack for testing. Covad can test the loop at the splitter, and if there is a problem, it can then issue a trouble ticket to BellSouth, and BellSouth will resolve the trouble, assuming the

		trouble is actually on BellSouth's loop.
Issue 24: Are the rates proposed by BellSouth for unbundled loops and line sharing compliant with TELRIC pricing?	The parties agree this issue will be addressed in the Docket No. 00544.	The parties agree this issue will be addressed in the Docket No. 00544.
Attachment 4 (Physical Collocation)		
Issue 25: In the event Covad desires to terminate its occupation of a collocation space, and if there is a waiting list for space in that central office, should BellSouth notify the next CLEC on the waiting list to give that CLEC the opportunity to take that space as configured by Covad (such as racks, conduits, etc.), thereby relieving Covad of its obligation to completely vacate the space? [¶ 4.3.2]	Covad has proposed that when it gives BellSouth notice that it will vacate a collocation space, BellSouth should communicate (via e-mail or letter) to the next CLEC on the waiting list that the space will open up and ask whether the current space configuration is acceptable to the next CLEC. In this way, Covad will not unnecessarily incur the expense of removing cabling, bays, and racking when another CLEC is eager to occupy the space already prepared at Covad's expense.	No. BellSouth believes that it is not allowed to reveal the identity of CLECs who are seeking space in specific central offices, since many CLECs consider that information to be proprietary business information, and these CLECs presumably do not wish to tell their competitors where they intend to do business. If the TRA will direct BellSouth to do so, BellSouth will provide Covad with the identity of the CLEC that is next on the waiting list for the space Covad is vacating, so that Covad can approach that CLEC for the purpose of attempting to sell the equipment that Covad no longer needs.
Issue 26: Who should designate the point of demarcation? [¶ 5.4]	The current Interconnection Agreement between Covad and BellSouth provides, in Attachment 3, ¶ 3.4, that a "point-of-termination bay(s)" will designate the point(s) of interconnection" between Covad's equipment and network and BellSouth's network. Covad has proposed that this existing language be carrier-over to the new Agreement.	Nothing in the 1996 Act or the FCC Rules allows a CLEC to choose the point of demarcation on the ILEC's network. The right to designate the collocation site (that is, where within the BellSouth central office a given collocation arrangement will be located) and to designate where that collocation arrangement terminates falls squarely within BellSouth's responsibility and is essential if BellSouth is to control and manage the space within its central offices in the most efficient manner and to

<p>Issue 27: In the event that Covad contracts for collocation space in an office where there is a waiting list for space, but cancels its request for collocation before it has occupied the space, should Covad be liable to pay for the space preparation work that BellSouth has performed when either BellSouth or the next CLEC benefits from that work? [¶ 6.14]</p>	<p>No. This issue is conceptually similar to Issue 25. If Covad cancels a collocation order prior to completion and BellSouth has already incurred some costs in providing that collocation space to Covad, Covad has requested that BellSouth transfer that work (such as a site preparation fee, engineering work or cabling) to the next CLEC that is on the waiting list for that central office.</p>	<p>the benefit of all CLECs.</p> <p>Yes. The next collocater has no obligation at all to pay for what has already been contracted for by the first collocater. Moreover, if the first collocater is contractually obligated to pay for the space, it is not clear what authority would exist to require the second collocater, who would normally have no such obligation, to make a payment. This problem may be alleviated by the fact that the industry is moving to standardized prices.</p>
<p>Issue 28: When should charges for collocated space begin? [¶¶ 7.1, 7.6]</p>	<p>This issue is resolved.</p>	<p>This issue is resolved.</p>
<p>Issue 29: Should BellSouth be required to provide power cabling from the BDFB to Covad's collocation space? [¶¶ 7.7.1, 7.7.3]</p>	<p>This issue is resolved.</p>	<p>This issue is resolved.</p>
<p>Issue 30: What rates should Covad pay for collocation?</p>	<p>Covad strongly believes that the rates set forth in Exhibit A to Attachment 4 are inconsistent with FCC Pricing Rules, TELRIC, and the Telecom Act. This Authority must set collocation rates based on TELRIC.</p>	<p>The rates that Covad should pay for collocation must be derived in accordance with the TELRIC costing principles adopted by the FCC and the TRA. The TRA is considering a number of collocations rates in Docket No. 97-01262 and Docket No. 00-00544. The results of those dockets should be applied here. For those elements necessary for collocation that were not considered in the referenced</p>

		dockets, BellSouth will propose cost-based rates that should be approved in this proceeding.
Attachment 6 (Ordering & Provisioning)		
Issue 31: Should BellSouth resolve all loop "facilities" issues within thirty days of receiving a complete and correct local service request from Covad? [¶ 2.5.8]	<p>Yes. Covad believes that firm and predictable installation intervals would result in better end-user customer service, would help detect breakdowns in BellSouth's provisioning systems, would expedite dispute resolution procedures, and would assist this Authority in examining BellSouth's compliance with the Section 271 checklist.</p> <p>The Interconnection Agreement between BellSouth and Covad governs the terms and conditions by which BellSouth provisions DSL loops to Covad, including orders which BellSouth cannot provision due to facilities problems. The terms governing resolution of facilities problems, including a set interval for such resolution, is properly the subject of the Interconnection Agreement and this arbitration to establish an Interconnection Agreement between the parties.</p>	<p>This is a performance measures issue and should be deferred to Docket No. 00-00392.</p> <p>BellSouth is only required to provide access to its unbundled network elements on a nondiscriminatory basis and it is doing that. Covad wants to order service where BellSouth has no facilities to provide the service. If there are no facilities, then Covad, like BellSouth, will have to wait until there are facilities available.</p>
Attachment 7 (Billing and Billing Accuracy Certification)		
Issue 32: Should BellSouth send Covad both a paper and a duplicate electronic bill and in either instance, when should the bill be due? [¶ 1.4-1.5]	<p>Yes. Covad needs both a paper and electronic copy of the bill. Covad proposes that BellSouth provide electronic and paper bills within ten business days of the billing date. Payment of that bill would not</p>	<p>BellSouth is willing to send Covad both a paper bill and an electronic bill. The bill will be due 30 days from the bill date, and the paper and electronic bills are generally rendered within 10 days of that bill date.</p>

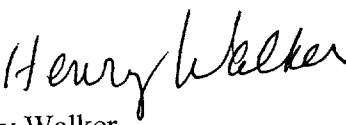
	be due until thirty days after Covad receives both copies of the bill.	Since Covad should receive the electronic bill almost instantaneously, Covad will have ample time from its receipt of the electronic bill to review and pay its bill.
Issue 33: Billing Disputes		
Issue 33(a): Should Covad be required to pay amounts in dispute as well as late charges on such amounts? [¶¶ 1.7, 3.2]	Covad should not be obligated to pay disputes amounts while a Bona Fide Dispute is ongoing. When there is a Bona Fide Dispute resolved in Covad's favor and Covad has already paid the amounts in question, BellSouth should pay interest on the amount improperly charged and paid by Covad.	When there is a Bona Fide dispute, BellSouth agrees that Covad should not pay disputed amounts. Nonetheless, if Bona Fide disputes are resolved in BellSouth's favor, Covad should be required to immediately pay disputes amounts, including late payment fees.
Issue 33(b): How long should parties endeavor to resolve billing discrepancies? [¶¶ 2.3.1]	This issue is resolved.	This issue is resolved.
Attachment 11 (Disaster Recovery Plan)		
Issue 34: Should BellSouth's Network Management Center directly inform Covad's Network Management Center about all Abnormal Condition Reports that directly or indirectly affect the services or unbundled network elements purchased from BellSouth? [¶ 2.0]	This issue is resolved.	This issue is resolved.
Issue 35: Should BellSouth notify Covad's Network Management Center when BellSouth's Emergency Control Center is activated or placed on alert? [¶ 3.0]	This issue is resolved.	This issue is resolved.

<p>Issue 36: If an Abnormal Condition Report or disaster affects services or facilities provided to Covad, should BellSouth provide Covad documentation of that condition and perform a root cause analysis of that situation? [¶ 7.0]</p>	<p>This issue is resolved.</p>	<p>This issue is resolved.</p>

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been forwarded via U.S. Mail, postage prepaid, to the following on this the 16th day of April, 2001.

Guy Hicks, Esq.
BellSouth Telecommunications, Inc.
333 Commerce St., Suite 2101
Nashville, TN 37201-3300


Henry Walker *nz*